

Exhibit 2

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE: GOOGLE, INC., PRIVACY

POLICY LITIGATION,

NO. 12-CV-01382 PSG

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DEPOSITION OF DOUGLAS G. KIDDER

SAN FRANCISCO, CALIFORNIA

FRIDAY, MAY 1, 2015

BY: ANDREA M. IGNACIO, CSR, RPR, CRR, CCRR, CLR

CSR LICENSE NO. 9830

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Deposition of DOUGLAS G. KIDDER, taken on
behalf of the Class and Subclasses, at DURIE
TANGRI, 217 Leidesdorff Street, San Francisco,
California, Pursuant to Notice, before me,
ANDREA M. IGNACIO, CSR, RPR, CRR, CCRR, CLR ~
CSR License No. 9830.

1 damages, when you say establish the fact of harm, is
2 that synonymous with establish -- establishing
3 liability?

4 A No. Two different things.

5 Q Yeah. So what's the difference between
6 assume liability -- can you assume liability in order
7 to reach a damages report?

8 A Well, if you're -- there is no relevance to
9 any damages report, be it plaintiffs or defendants,
10 without liability. So as a damages expert, you always
11 assume liability. There's no liability, there's no
12 damages, regardless of what happened; okay. You can
13 also have liability but no actual harm.

14 Q Okay. And is it your opinion that an expert
15 cannot opine on damages without identifying a harmful
16 event?

17 A So, first of all, that's a legal opinion as
18 to whether an expert can or cannot opine on.

19 I make it a practice and teach my students
20 that you have to establish that -- that there was a
21 fact of harm, and it's pretty well-discussed in the --
22 everything that I looked at and read.

23 Q And so, in this case, what do you say is the
24 harm that Mr. Torres has not factually established?

25 A That any developer that ever used the